

NOTICE OF MEETING

EXECUTIVE COMMITTEE

July 26, 2021

3:30 P.M.

Administrative Building
Room 302
508 New York Ave
Sheboygan WI 53081

AGENDA

Call to Order

Certification of Compliance with Open Meeting Law

Approval of Minutes – July 14, 2021 Executive Committee Meeting

Consideration of Resolution No. 12 - Approving Standard Intergovernmental Agreement for 2022 County Sales Tax Revenue-Sharing

Consideration of Resolution No. 14 - Approving Easement with Department of Natural Resources for Amsterdam Dunes Wetland Mitigation Bank Conservation

County Administrator's Report

Consideration of 2nd Quarter Variance Reports

Approval of Attendance at Other Meetings or Functions

Review and Approve Vouchers

Next Meeting Date: To Be Determined

Adjournment

Prepared by:
Peggy Osthelder, Recording Secretary

Approved by:
Vernon Koch, Committee Chairperson

NOTE: A majority of the members of the County Board of Supervisors or of any of its committees may be present at this meeting to listen, observe and participate. If a majority of any such body is present, their presence constitutes a "meeting" under the Open Meeting Law as interpreted in State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553 (1993), even though the visiting body will take no action at this meeting.

If listed as an agenda item, the "Administrator's Report" is a summary of key activities for the previous month and planned for upcoming months including performance evaluations, liaison committee issues and County Board issues. No action will be taken by the Executive committee resulting from the report unless it is a specific item on the agenda.

Persons with disabilities needing assistance to attend or participate are asked to notify the County Board Chairman/County Administrator's Office at 920-459-3103 prior to the meeting so that accommodations may be arranged.

Posted on 7/23/2021 at 9:45 am

SHEBOYGAN COUNTY EXECUTIVE COMMITTEE MEETING MINUTES

Administrative Building, Room 302
508 New York Ave
Sheboygan, WI 53081

July 14, 2021

Called to Order: 4:41 P.M.

Adjourned: 5:10 P.M.

MEMBERS PRESENT: Vern Koch, Robert Ziegelbauer, William Goehring, Keith Abler, and Ed Procek

ALSO PRESENT: Adam Payne, Alayne Krause, Jon Kuhlow, Wendy Charnon, Suzanne Speltz, Aaron Brault, Chris Lewinski, Crystal Fieber, and Peggy Osthelder

Chairman Koch called the meeting to order. Peggy Osthelder verified that the meeting notice was posted on July 12, 2021 at 3:00 P.M. in compliance with the open meeting law.

Supervisor Ziegelbauer made a motion to approve the minutes of the June 28, 2021 Executive Committee meeting. Motion seconded by Supervisor Goehring. Motion carried unanimously.

Consideration of offer to purchase Lot 2 and the South 71 feet of Lot 1 of The Shores of Amsterdam Dunes as referenced on Quit Claim Deed recorded in the Sheboygan County Register of Deeds Office on 6/4/2020, as Doc. No. 2092387. Planning and Conservation Director Aaron Brault gave an overview and answered questions. Supervisor Abler made a motion to approve the offer. Motion seconded by Supervisor Ziegelbauer. Motion carried unanimously.

Consideration of Resolution -Supporting Broadband Expansion Projects and Grant Applications. County Administrator Adam Payne gave an overview and answered questions. Supervisor Ziegelbauer made a motion to approve the resolution. Motion seconded by Supervisor Goehring. Motion carried unanimously.

Consideration of Committee Appointment for incoming District 21 Supervisor. County Board Chairman Vern Koch reviewed his appointment process and answered questions. Incoming Supervisor Jon Kuhlow introduced himself and provided the committee with an overview of his background. Supervisor Goehring made a motion to approve the appointment to Property Committee, contingent on County Board approval. Motion seconded by Supervisor Abler. Motion carried unanimously.

County Administrator Adam Payne reported on the proposed ARPA Advisory Committee (Affordable Housing, Broadband Development, Childcare, Mental Health and Crisis Response, Transportation, and Workforce Development), asked for feedback, and invited the Executive Committee to let him or Chairman Koch know if they were interested on serving on an advisory committee. Supervisor Abler said he appreciated the collaboration and approach.

The next Executive Committee meeting is scheduled for Wednesday, July 26 at 3:30 pm.

Supervisor Ziegelbauer made a motion to adjourn. Motion seconded by Supervisor Abler.
Motion carried unanimously.

William Goehring, Secretary

Peggy Osthelder, Recording Secretary

COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE EXECUTIVE COMMITTEE

TO WHOM WAS REFERRED RESOLUTION NO: 12

RE: **Approving Standard Intergovernmental Agreement for 2022 County Sales Tax Revenue-Sharing**

HAVE CONSIDERED THE SAME AND RECOMMEND:

- ADDITIONAL TIME BE GRANTED TO CONSIDER THE MATTER
- THE RESOLUTION BE ADOPTED
- FILING WITH THE CLERK
- AMENDING THE RESOLUTION AS FOLLOWS:

RESPECTFULLY SUBMITTED THIS 17th DAY OF August 2021

EXECUTIVE COMMITTEE

OPPOSED TO THE REPORT:

CONCURRING IN THE REPORT:

VERNON KOCH

VERNON KOCH

ROBERT ZIEGELBAUER

ROBERT ZIEGELBAUER

WILLIAM C. GOEHRING

WILLIAM C. GOEHRING

EDWARD J. PROCEK

EDWARD J. PROCEK

KEITH ABLER

KEITH ABLER

1 SHEBOYGAN COUNTY RESOLUTION NO. 12 (2021/22)

2
3 Re: **Approving Standard Intergovernmental Agreement for 2022 County**
4 **Sales Tax Revenue-Sharing**
5

6
7 **WHEREAS**, when Sheboygan County enacted Ordinance No. 2 (2016/17), *Enacting*
8 *One-half Percent County Sales Tax to Maintain Sheboygan County's Transportation*
9 *Infrastructure*, a unique feature of the Ordinance was that it provided that a portion of the
10 revenue received from the Ordinance would be made available to local units of government
11 within Sheboygan County to assist those municipalities in addressing their own transportation
12 needs, and
13

14 **WHEREAS**, Section 7.07 of the Sales Tax Ordinance provided that the distribution to
15 local units of government would be premised upon the municipalities agreeing to be bound by
16 the terms of a standard intergovernmental cooperative agreement, and
17

18 **WHEREAS**, Section 7.07(1) of the Code provided that the terms of the
19 intergovernmental agreement were to be reviewed and approved annually by the County Board,
20 and
21

22 **WHEREAS**, by the adoption of Resolution No. 19 (2016/17), the County Board approved
23 the form of a standard intergovernmental agreement; and
24

25 **WHEREAS**, in the inaugural year of the sales tax revenue sharing, the agreement was
26 accepted by all municipalities and the revenue-sharing has been working satisfactorily under the
27 terms of the standard form that was adopted; and
28

29 **WHEREAS**, the proposed Sheboygan County Sales Tax Revenue-Sharing for
30 Transportation Infrastructure Maintenance 2022 Intergovernmental Cooperative Agreement, a
31 copy of which is on file with the County Clerk, contains terms and provisions consistent with the
32 goals of the County Sales Tax Ordinance;
33

34 **NOW, THEREFORE, BE IT RESOLVED** that the Sheboygan County Board approves
35 the form of the *Sheboygan County Sales Tax Revenue-Sharing for Transportation Infrastructure*
36 *Maintenance 2022 Intergovernmental Cooperative Agreement*, a copy of which is on file with the
37 County Clerk, and authorizes and directs the County Administrator and County Board
38 Chairperson to execute such agreements with each Sheboygan County municipality willing to
39 be bound by the terms of the Agreement.
40

41 **BE IT FURTHER RESOLVED** that the County Administrator and County Board
42 Chairperson are empowered to agree to any minor modifications to the Standard Agreement
43 that may be requested by a particular municipality that may be necessary to accommodate the
44 municipality's individual circumstances, provided the modifications do not, in the opinion of the
45 County Administrator and County Board Chairperson, contain terms and provisions that are
46
47

48 (The rest of this page intentionally left blank.)

49 inconsistent with the goals of Chapter 7 of the Sheboygan County Code, the County Sales and
50 Use Tax Ordinance No. 2 (2016/17), *Enacting One-half Percent County Sales Tax to Maintain*
51 *Sheboygan County's Transportation Infrastructure.*
52

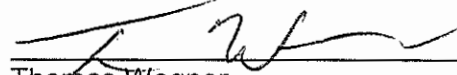
53
54 Respectfully submitted this 20th day of July, 2021.
55

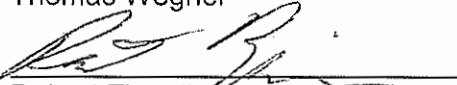
56
57 **FINANCE COMMITTEE**

58 
59 _____
60 William C. Goehring, Chairperson
61

62
63 _____
64 Roger Te Stroete, Vice-Chairperson
65

66 Keith Abler, Secretary

67 
68 _____
69 Thomas Wegner
70

71 
72 _____
73 Robert Ziegelbauer
74

75 Opposed to Introduction:
76 _____
77 _____
78 _____
79 _____
80 _____

FISCAL NOTE
July 2021

**Resolution No. 12 (2021/22) RE: Approving Standard Intergovernmental Agreement
for 2022 County Sales Tax Revenue-Sharing**

Funding:

No funding is required for this resolution.

Respectfully Submitted,



Wendy A. Charnon, Finance Director
July 20, 2021

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2022 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. **PARTIES.** The parties to the Agreement are the _____
_____, (Municipality), a municipal corporation with offices at _____,
_____ and
SHEBOYGAN COUNTY (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Term.** The term of this Agreement is for calendar year 2022.

C. **Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. **Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2022, pay to Municipality as a distribution of sales tax revenue, the sum of \$_____.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party

shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Vernon Koch
County Board Chair

Date Signed

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COMMITTEE REPORT TO THE COUNTY BOARD

WE, THE EXECUTIVE COMMITTEE

TO WHOM WAS REFERRED RESOLUTION NO: 14

RE: **Approving Easement with Department of Natural Resources for Amsterdam Dunes Wetland Mitigation Bank Conservation**

HAVE CONSIDERED THE SAME AND RECOMMEND:

- ADDITIONAL TIME BE GRANTED TO CONSIDER THE MATTER
- THE RESOLUTION BE ADOPTED
- FILING WITH THE CLERK
- AMENDING THE RESOLUTION AS FOLLOWS:

RESPECTFULLY SUBMITTED THIS 17th DAY OF August 2021

EXECUTIVE COMMITTEE

OPPOSED TO THE REPORT:

CONCURRING IN THE REPORT:

VERNON KOCH

VERNON KOCH

ROBERT ZIEGELBAUER

ROBERT ZIEGELBAUER

WILLIAM C. GOEHRING

WILLIAM C. GOEHRING

EDWARD J. PROCEK

EDWARD J. PROCEK

KEITH ABLER

KEITH ABLER

SHEBOYGAN COUNTY RESOLUTION NO. 14 (2021/22)

Re: **Approving Easement with Department of Natural Resources for Amsterdam Dunes Wetland Mitigation Bank Conservation**

WHEREAS, in three phases between September 2014 and July 2015, Sheboygan County purchased the 328-acre property commonly known as Amsterdam Dunes, and

WHEREAS, the Sheboygan County Board directed the County Administrator and County Planning & Conservation Director to establish a wetland mitigation bank on a portion of the property, and

WHEREAS, the wetland mitigation bank preserves wetlands, offsets the unavoidable impacts to aquatic resources through the form of credits that may be sold to third-party developers, and provides an effective relationship between environmental protection and economic expansion, and

WHEREAS, the Agreement to Establish the Amsterdam Dunes Wetland Mitigation Bank has been approved for implementation by the US Army Corps of Engineers, the Wisconsin Department of Natural Resources, and the US Environmental Protection Agency, and

WHEREAS, to utilize the wetland mitigation bank to generate mitigation credits, the County must record the Wetland Compensatory Mitigation Easement, a copy of which is on file with the County Clerk, on the mitigation bank portion of the property;

NOW, THEREFORE, BE IT RESOLVED that Sheboygan County Board authorizes and directs the County Board Chairman and County Clerk to sign and record the Wetland Compensatory Mitigation Easement allowing the use of mitigation bank credits.

Respectfully submitted this 20th day of July, 2021.

PLANNING, RESOURCES, AGRICULTURE, AND EXTENSION COMMITTEE*

Keith Abler, Chairperson

Rebecca Clarke

Rebecca Clarke, Secretary

Michael S. Ogea, Vice-Chairperson

Paul A. Gruber

Paul A. Gruber

Henry Nelson

Henry Nelson

Opposed to Introduction:

*County Board members signing only

FISCAL NOTE
July 2021

Resolution No. 14 (2021/22) RE: Approving Easement with Department of Natural Resources for Amsterdam Dunes Wetland Mitigation Bank Conservation

Funding:

No additional funding is required for this resolution.

Respectfully Submitted,



Wendy A. Channon, Finance Director
July 20, 2021

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

**WETLAND COMPENSATORY
MITIGATION EASEMENT**
Sec. 281.36(8m), Wis. Stats
(effective 7-1-2012)

THIS GRANT OF A CONSERVATION EASEMENT is made by and between _____, (hereinafter referred to as the "Grantor"), and the State of Wisconsin Department of Natural Resources, (hereinafter referred to as "Grantee"), as a holder of a Conservation Easement pursuant to the provisions of s. 281.36(8m), Wis. Stats.

RECITALS

WHEREAS, the Grantors are the owners in fee title of certain real property located in the Town of _____, _____ County in the State of Wisconsin, more particularly described on the attached Exhibit A, (hereinafter referred to as the "Conservancy Area");

WHEREAS, the Grantors desire and intend that the natural elements and the ecological and aesthetic values of the Conservancy Area be maintained and improved in accordance with the terms and conditions of this Conservation Easement;

WHEREAS, the Grantors and Grantee both desire, intend and have the common purpose of conserving and preserving in perpetuity the Conservancy Area in a relatively natural condition by placing restrictions on the use of the Conservancy Area and by transferring from the Grantors to the Grantee, by the creation of a Conservation Easement on, over and across the Conservancy Area, affirmative rights to ensure the preservation of the natural elements and values of the Conservancy Area;

WHEREAS, the Grantors have received valuable consideration for the granting of this Conservation Easement.

NOW THEREFORE, the Grantors, for valuable consideration received, do hereby give, grant, bargain and convey to the Grantee, its successors and assigns, forever, a Conservation Easement in perpetuity over the Conservancy Area consisting of the following:

I. PURPOSE OF THE EASEMENT

The purpose of this easement is to ensure that a wetland compensatory mitigation site will not be destroyed or substantially degraded by any subsequent owner of or holder of interest in the property on which the compensatory mitigation wetland is located.

II. RIGHTS OF THE GRANTEE

1. The Grantee shall have the right to enforce by proceedings at law or in equity the terms and conditions of this Conservation Easement hereinafter set forth. The right shall include but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of this Conservation Easement, to require the restoration or enhancement of this property, consistent with the Site Mitigation Plan, titled, "_____" and dated _____, and subsequent amendments thereto, if any, a copy of which is attached hereto and incorporated herein and marked as Exhibit B, or to enjoin non-compliance by appropriate injunctive relief. The Grantee does not waive or forfeit the right to take action as may be

Recording Area

Return: Department of Natural Resources
Bureau of Facilities & Lands – LF/6
P.O. Box 7921
Madison, Wisconsin 53707

Parcel Identification Number (PIN):

necessary to ensure compliance with terms of this Conservation Easement by any prior failure to act. Nothing herein shall be construed to entitle the Grantee to institute any enforcement action against the Grantors for any changes to the Conservancy Area due to causes beyond the Grantors' control and without the Grantor's fault or negligence (such as changes caused by fire, flood, storm, civil or military authorities undertaking emergency action or unauthorized wrongful acts of third parties).

2. The Grantee, its contractors, agents and invitees, shall have the right to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine if the Grantors are complying with the terms and conditions of this Conservation Easement and the purposes of this grant, and further to observe, study, record and make scientific studies and educational observations.
3. The Grantee shall have the right to install, operate and maintain water control structures for the purpose of protecting, re-establishing and enhancing wetlands and their functional values. This includes the right to transport construction materials to and from the site of any existing or proposed water control structure.
4. The Grantee shall have the right to establish or re-establish vegetation through seedings or plantings.
5. The Grantee shall have the right to manipulate vegetation, topography and hydrology on the Conservancy Area through diking, pumping, water management, excavating, burning, cutting, pesticide application and other suitable methods for the purpose of protecting and enhancing wetlands and wetland vegetation.

III. COVENANTS OF THE GRANTOR

1. There shall be no commercial or industrial activity undertaken or allowed within the Conservancy Area.
2. There shall be no buildings, dwellings, barns, roads, advertising signs, billboards or other structures not related to conservation of wetland-based recreation or education purposes built or placed in the Conservancy Area.
3. There shall be no dredging, filling, excavating, mining, drilling or removal of any topsoil, sand, gravel, rock, minerals or other materials within the Conservancy Area except in conjunction with authorized management activities.
4. There shall be no dumping of trash, plant materials or compost, ashes, garbage or other unsightly or offensive material, especially including any hazardous or toxic waste within the Conservancy Area.
5. The hydrology of the Conservancy Area will not be altered in any way or by any means including pumping, draining, diking, impounding or diverting surface or ground water into or out of the Conservancy Area, unless consistent with the Site Mitigation Plan.
6. All agricultural uses are prohibited within the Conservancy Area (e.g. plowing, tilling, haying, cultivating, planting or other agricultural activities). This does not include native seed production activities, mowing, planting, or herbicide use conducted for the purpose of enhancing the ecological functions and values of the Conservancy Area consistent with the Site Mitigation Plan. The Grantor shall not stock animals or allow the grazing of animals on the Conservancy Area without prior written permission of the Grantee.

7. The Grantors are responsible for compliance with all federal, state and local laws governing the control of noxious weeds within the Conservancy Area.
8. There shall be no operation of motorized vehicles or equipment within the Conservancy Area except in conjunction with activities in conformance with Sections II and III herein.

IV. RESERVED RIGHTS

1. This Conservation Easement does not authorize entry upon or use of the Conservancy Area by the general public.
2. The Grantors and their invitees may hunt and fish in the Conservancy Area so long as they comply with all federal, state and local game and fishery regulations.
3. Nothing herein shall be construed as limiting the right of the Grantors to sell, give or otherwise convey the Conservancy Area, or any portion or portions thereof, provided that the conveyance is subject to the terms of this Conservation Easement.

V. GENERAL PROVISIONS

1. This Conservation Easement shall run with and burden the Conservancy Area in perpetuity and shall bind the Grantors and their heirs, successors and assigns. This Conservation Easement is fully valid and enforceable by any assignee of the Grantee, whether assigned in whole or in part. Prior to any assignment being effective, the Grantor must approve the assignment in writing.
2. The Grantors agree to pay any and all real property taxes and assessments levied by competent authority on the Conservancy Area.
3. The Grantors agree that the terms, conditions, covenants and restrictions set forth in this instrument will be inserted in any subsequent conveyance of any interest in said property. The Grantors agree to notify the Grantee of any such conveyance in writing and by certified mail no later than thirty (30) days before the conveyance.
4. The Grantee may assign or transfer this Conservation Easement and the rights contained herein to any Federal or state agency or private conservation organization for management and enforcement.
5. As the Covenants of the Grantor (Covenants) contained in this Conservation Easement are also material terms of the Mitigation Banking Instrument (MBI) between the Department of the Army, U.S. Army Corps of Engineers (Corps) and the Grantor, the Corps shall also have the right to enforce the Covenants. This right of enforcement right shall include, but not be limited to, the right to bring an action in any court of competent jurisdiction to enforce the terms of these Covenants, to require the restoration of this property to its natural condition, or to enjoin any non-compliance with the Covenants against the Grantor and the Grantor's successors in interest. The Corps shall also have the right to enter the Conservancy Area, in a reasonable manner and at reasonable times, for the purpose of inspecting the Conservancy Area to determine compliance with the Covenants. The Grantor shall notify the Corps of any proposed conveyance of the Conservancy Area (or any portion of it) in writing and by certified mail no later than thirty (30) days before the conveyance. The enforcement of these Covenants by the Corps shall be governed by federal law.

- 6. The terms "Grantors" and "Grantee" as used herein shall be deemed to include, respectively, the Grantors and their heirs, successors, personal representatives, executors and assigns, and the Grantee and its successors and assigns.
- 7. This Easement may not be modified, amended or terminated except by execution and recording of a written instrument signed by the Grantor, the Grantee and the Corps.
- 8. If any provision or specific application of this Easement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Easement shall remain valid and binding.
- 9. This Easement shall be governed by and construed under the laws of the State of Wisconsin.

IN WITNESS THEREOF Grantor and Grantee have caused this instrument to be executed on their respective behalf effective this _____ day of _____, 20__.

Grantor (SEAL)

Grantor (SEAL)

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally appeared before me this _____ day of _____, 20__, the above named _____
_____ to me known to be the persons who executed the foregoing
instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

ACCEPTED this _____ day of _____, 20____

State of Wisconsin
Department of Natural Resources
For the Secretary

_____(SEAL)
*

STATE OF WISCONSIN)
) ss
DANE COUNTY)

Personally appeared before me this _____ day of _____, 2011, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
SITE MITIGATION PLAN

**VARIANCE REPORT FOR DEPARTMENT -- COUNTY ADMINISTRATOR
FOR THE QUARTER ENDING 06/30/2021**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Personnel Related Expenditure		
	Wages	1,824.57	Pay for performance increases were built into budget but not spread. Variance will correct itself at the end of the year.
	Benefits	(1,829.68)	Social security budget not spread appropriately. Variance will correct itself at the end of the year.
	Interdepartmental Charges		
	Employee Related Insurance	6,126.55	Employee did not elect County Health or Dental insurance. Position was vacant during budgeting process.
	Variances Less Than Justification Threshold	1,166.98	
	TOTAL	7,288.42	

**VARIANCE REPORT FOR DEPARTMENT -- COUNTY BOARD
FOR THE QUARTER ENDING 06/30/2021**

TIMING	G/L CATEGORY	VARIANCE FROM BUDGET	EXPLANATION OF VARIANCE
	Operating Expenses		
	General Operating	14,658.49	Carryover request from 2020 for Travel and Meals. Also, considerably less Mileage being reimbursed to Board Members.
	Interdepartmental Charges		
	Employee Related Insurance	5,995.63	Employee did not elect County Health or Dental insurance. Position was vacant during budgeting process.
	Variances Less Than Justification Threshold	354.62	
	TOTAL	21,008.74	